

**AMENDED
INTERLOCAL COOPERATIVE AGREEMENT
ESTABLISHING THE CLEAN WATER COALITION**

This Amended Agreement ("Amended Agreement") is dated the _____ day of _____, 2006, and is among the City of Las Vegas, City of Henderson, City of North Las Vegas, and the Clark County Water Reclamation District (formerly the Clark County Sanitation District), all of which are public agencies in the State of Nevada (the "Members").

RECITALS:

- A. NRS 277.110 and 277.120 provide that any one or more public agencies may enter into agreement with any one or more other public agencies for the joint exercise of any power, privilege or authority exercised or capable of exercise by any one or more of the public agencies or for joint or cooperative action by the public agencies and may create a separate legal or administrative entity to conduct the joint or cooperative undertaking.
- B. Each of the Members share a common environmental, economic and regulatory interest in the efficient and responsible collection, treatment, reuse and discharge of municipal Effluent.
- C. The Members have a history of cooperatively working on programs and projects of common benefit and interest.
- D. On November 20, 2002, the City of Las Vegas, the City of Henderson, and the Clark County Sanitation District entered into an Interlocal Cooperative Agreement ("Agreement") which formed the Clean Water Coalition, a political subdivision of the State of Nevada pursuant to NRS 277.110 and 277.120 for the purpose of planning, permitting, designing, constructing, and operating a Systems Conveyance and Operations Program (SCOP) to collect and convey treated Effluent from the respective Treatment Facilities of each agency to Lake Mead.
- E. The City of North Las Vegas provides its citizens with Wastewater service and currently contracts with the City of Las Vegas and the Clark County Water Reclamation District for treatment services and, therefore, has no additional obligation for past SCOP costs.
- F. In order to finance the design and construction of the SCOP facilities, it will be necessary to consider the establishment of regional sewer connection charges and regional sewer user charges ("Regional Fees") which will be collected from each of the Members.

NOW, THEREFORE, the Members agree as follows:

Section I CWC Created

- 1.1 There was created a legal entity known as the "Clean Water Coalition" ("CWC") by interlocal agreement effective November 20, 2002, by and between the Clark County Sanitation District (now known as the Clark County Water Reclamation District), the City of Henderson, and the City of Las Vegas. This Amended Agreement is to amend the Agreement as set forth herein. This Amended Agreement completely restates the Agreement, and is by and between the Clark County Water Reclamation District, the City of Henderson, the City of Las Vegas, and the City of North Las Vegas. The CWC is established pursuant to the provisions of Chapter 277, NRS, is a political subdivision of the State of Nevada, and is an entity separate from its members pursuant to NRS 277.074 and NRS 277.120.

Section II Conferred and Prohibited Functions of CWC

- 2.1 **Conferred Functions:** To undertake implementation of all aspects of the Systems Conveyance and Operations Program ("SCOP") as may be approved by the Governing Boards of each Member and by the Board of the CWC as provided in this Amended Agreement.
- 2.1.1 SCOP means the planning, designing, financing, construction, and operation and maintenance of a regional system for the conveyance of Effluent from existing and future Wastewater Treatment Facilities, to the ultimate outfall location(s) returning Effluent to the Colorado River system or other locations as the CWC Members approve. The regional system may include the following:
- (a) Physical facilities such as pipelines, tunnels, energy recovery facilities, and all appurtenant structures.
 - (b) Real and personal property, including leases of the same, rights-of-way permits, and licenses associated with the regional system facilities, including environmental impact statements.
 - (c) Any other regional system facilities associated with the treatment and conveyance of Effluent, downstream of the discharge point of the Member's treatment facilities.
 - (d) Any other such items as listed in Paragraphs (a) through (c) of this section 2.1.1 that the Members may include within the SCOP.
- 2.1.2 To manage the Effluent flowing through CWC facilities.
- 2.1.3 To enter into contracts for the sale or lease of power produced from energy recovery facilities which may be constructed as part of the CWC Facilities.

2.2 **Prohibited Functions:** Any function which is not a conferred function is a prohibited function.

2.2.1 Except to the extent permitted by applicable law, the CWC shall not perform any function or exercise any power that is not performable or exercisable by at least one of the Members.

2.2.2 Except as provided herein with respect to Members, nothing in this Agreement is intended to supersede or restrict the jurisdiction of any federal, state, or local public entity.

2.2.3 CWC shall not perform any function that is being performed by a Member without written consent of such Member.

Section III Powers

3.1 **Powers.** In furtherance of the Conferred Functions, and subject to the limitations thereof, the CWC shall have the power to undertake any of the following:

- (a) To adopt and amend operating plans and procedures for all CWC activities.
- (b) To adopt and amend Capital Improvement Plans.
- (c) To adopt and amend Capital Budgets and Operating Budgets.
- (d) To hire personnel, including legal counsel, and fix salaries and compensation for such personnel.
- (e) To contract for the services of engineers, attorneys, planners, financial, and other consultants.
- (f) To have and exercise the power of eminent domain throughout Clark County, Nevada.
- (g) To contract with any Member or other public agency for the provision of services to or by the CWC.
- (h) To enter into such contracts for design, construction, and other work as necessary to carry out its Conferred Functions and to exercise its powers.
- (i) To open and maintain bank accounts and to deposit funds therein and withdraw funds therefrom.
- (j) To sue and be sued in its own name.

- (k) To acquire, outright or through installment purchase contracts, possess, own, lease, encumber, and dispose of outright or through installment sales contracts, real and personal property, including easements and rights of way.
- (l) To obtain state, federal, or local licenses, permits, grants, loans, or aid from any agency of the United States, the State of Nevada, or any other public or private entity necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers.
- (m) To finance the design, construction, operation, maintenance and replacement of all facilities which may be needed to carry out the Conferred Functions of this Agreement, including the establishment of equitable funding arrangements for all aspects of the development, construction, and operation of the SCOP, with full power to borrow money, incur debts, liabilities, and obligations, including the issuance of bonds, notes, or other evidences of indebtedness.
- (n) To perform all other acts necessary or convenient for the performance of any Conferred Function or the exercise of any of its powers.
- (o) To enter into contracts to produce revenue for the CWC.
- (p) To assess Members for their agreed on share of administrative, operation, and maintenance and capital costs of the CWC.
- (q) To establish and adjust regional sewer connection charges and/or regional sewer user charges to defray all or any portion of the costs of the CWC.

Section IV

Governing Board of CWC

- 4.1 The business and affairs of CWC shall be conducted and managed by a governing board, which shall be termed the Management Board ("Board"), which shall be subject to Nevada law pertaining to open meetings, if applicable.
- 4.2 The Board shall consist of one (1) representative from each Member signing this Amended Agreement, together with one (1) alternate representative from each Member. Each Member shall promptly designate its representative and alternate to the Board. Each representative and alternate shall hold office until the Member appointing such representative or alternate selects a successor and notifies the Board in writing of each successor's appointment. In the absence of a Member's representative, that Member's alternate shall act as its representative. A Member's representative and alternate shall be members of the governing board of such Member.
- 4.3 The officers of CWC shall consist of a Chairman, a Vice Chairman, and Secretary who shall be Members of the Board. The Board shall, at a meeting of the Board, which shall

be held in December each year or at the next Board meeting if no meeting is held in December, elect the Chairman, Vice Chairman, and Secretary who shall serve until their successors are chosen. In the event an officer's appointment to the Board is terminated by the Member designating such officer, the Board shall select a replacement officer at its next meeting.

- 4.4 The Chairman shall conduct the meetings of the Board or, in his absence, the meetings shall be conducted by the Vice Chairman. The Secretary shall be responsible for keeping accurate minutes of all meetings of the Board.
- 4.5 The time and place of regular meetings of the Board shall be determined by the Board, but such meetings shall be held at least every three (3) months. Any member of the Board may call a meeting of the Board, provided each member and alternate is given at least seven (7) working days' written notice and notice in accordance with Nevada's open meeting law. The Members of the Board may waive notice in writing or by attendance at a meeting.
- 4.6 A quorum for the transaction of business by the Board shall be present if seventy-five percent (75%) of the Members are represented by their respective representatives or alternates.
- 4.7 The following actions of the Board require that there be unanimous consent of the representatives or alternates of all the Members:
 - (a) Approval and amendment of all Capital Improvement Plans.
 - (b) Approval of all Annual Capital Budgets and Annual Operating Budgets.
 - (c) Authorization to borrow money.
 - (d) Admission of a new member to the CWC.
 - (e) Termination of this Agreement.
 - (f) Dispute resolution pursuant to Section XX of this Amended Agreement.
 - (g) Determining the point of connection between CWC Facilities and new or additional facilities, which introduce additional Effluent into CWC's Facilities.
 - (h) Approval of Annual Operating Plans.
 - (i) Appointment of a General Manager.
 - (j) Approval of an agreement to accept direct discharge into CWC facilities from an entity that is not a Member.

- (k) Disbursement of excess revenues.
 - (l) Contracts for the sale, lease, or use of resources (real or personal property) including, but not limited to, Effluent or electrical energy.
- 4.8 All other action of the Board shall be taken by majority vote of the Members of the Board.
- 4.9 The CWC shall notify each Member in writing pursuant to Section XXI of any proposed increase in Regional Fees not less than thirty (30) days prior to the Board meeting at which such increase is to be considered.
- 4.10 The Board may adopt Rules for conduct of the business of the Board. Such Rules shall include an obligation on each representative to submit information on a timely basis, as necessary, for annual or more frequent approvals of Operating Plans and Budgets.

Section V

Approval of Certain Matters by the Governing Boards of the Members

- 5.1 Except as provided in Subsection 5.2, the approval of the governing boards of each Member, in addition to action taken by the Board as required by this Amended Agreement, shall be required for the following actions:
 - (a) Approval and amendment of all Capital Improvement Plans.
 - (b) Approval and amendment of all Annual Operating Budgets and Annual Capital Budgets.
 - (c) Authorization to borrow money.
 - (d) Admission of new Members.
 - (e) Termination of this Agreement.
- 5.2 After the date established by the Board pursuant to the provisions of Paragraph 12.2.1, the approval of the governing boards of each Member shall not be required with respect to items (b) and (c) set forth above in Subsection 5.1.

Section VI

Fiscal Year

- 6.1 The fiscal year of CWC shall be July 1 through June 30.

**Section VII
Principal Office**

- 7.1 The principal office of CWC shall be established by the Board.

**Section VIII
Additional Members**

- 8.1 In the event an entity other than the Members desires to become a Member ("New Member") of the CWC, such entity may become a Member on such terms and conditions as the Board shall prescribe, provided that the terms and conditions shall include, without limitation, the following provisions:
- (a) That the NPDES permits of the Members will not be adversely affected by the proposed New Member using CWC Facilities.
 - (b) That the proposed New Member will assume its pro rata share of existing financial obligations of CWC in a manner acceptable to the Members. In the event each Member is jointly and severally liable for certain financial obligations of the CWC, the proposed New Member shall also assume joint and several liability in like manner as the existing Members.
 - (c) That the proposed New Member shall execute a copy of this Amended Agreement and all amendments hereto and shall agree to be bound by all provisions hereof.
 - (d) That the proposed New Member shall, concurrently with its execution of this Amended Agreement and all amendments hereto, pay its proportionate share of all cash obligations of the Members for the then current period.
 - (e) Any provision which may be appropriate as determined by the Board concerning purchase of an equity position in CWC.
- 8.2 Alternatively, in lieu of admitting an entity as a New Member, the Board may elect to accept such entity's Discharge through the CWC Facilities on such terms as the Board shall determine and for such charges as the Board shall determine, in its sole discretion, taking into account the Annual Capital Budget obligations, the Annual Operating Budget requirements, debt service, and any other matters the Board deems relevant. Any action by the Board pursuant to this Section shall include the provisions of Subparagraph (a) of Subsection 8.1, above.

Section IX
General Manager (formerly the Program Administrator)

- 9.1 The General Manager shall be the chief administrative officer of the CWC, shall be appointed by and serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the CWC.
- 9.2 The Board shall review the performance and compensation of the General Manager annually.
- 9.3 Subject to the direction by the Board, and to such requirements as the Board may impose, the General Manager shall have the power:
- (a) To plan, organize, and direct all CWC activities;
 - (b) Subject to law, to appoint and remove CWC employees;
 - (c) To enter into contracts on behalf of the CWC but only as approved by the Board for contracts which obligate the CWC to expend the sum of \$25,000 or more; and
 - (d) To take such action and authorize such expenditures as specifically authorized by the Board.

Section X
Water Rights

- 10.1 Each Operating Member holds or has applied to the State Engineer for primary permits which cover the Discharge from their respective Treatment Facilities. Accordingly, it is the intent of the parties that each Operating Member shall own its proportionate share of the combined Discharge through the CWC Facilities subject to the provisions of this Amended Agreement until such time as the same is discharged into the Colorado River, at which time it is understood that the Discharge constitutes return flow to the river for which the State of Nevada is entitled to credit from the United States Secretary of Interior under existing contracts.

Section XI
Electric Energy and Other Revenue

- 11.1 Revenues received by the CWC from any source, including its own electrical energy production, shall be applied to the obligations and benefit of the CWC, as determined by the Board, and shall not inure to the benefit of any particular Member or Members or other entity.

Section XII

Fiscal Matters

12.1 **Annual Budgets.** Unless otherwise provided by law, tentative Annual Operating Budgets and Annual Capital Budgets shall be prepared for each ensuing fiscal year on or before March 15 with the final annual budgets being adopted on or before June 1 of each year.

12.1.1 The annual budgets shall be prepared in a line item format.

12.1.2 All Annual Operating Budgets and Annual Capital Budgets shall include all repayment obligations and long and short term contract obligations, which become payable during the period covered by such budgets.

12.1.3 The CWC shall not, during any fiscal year, expend or contract to expend any money, or incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts appropriated in the annual budgets for any category of expenditure, unless such expenditure is specifically approved by the Board.

12.2 Assessment and Contributions for Operating and Capital Expenses.

12.2.1 Until Regional Fees are in place to provide funding for CWC activities, the financial obligations of the CWC with respect to all Annual Operating Budgets and All Annual Capital Budgets shall be satisfied by the Members in the following percentages:

City of Las Vegas	30%
Clark County Water Reclamation District.....	46%
City of Henderson.....	14%
City of North Las Vegas.....	10%

After the date Regional Fees are in place and are providing funding for the CWC activities, including operating costs, debt reserves and debt funding, as such date is determined by the Board, the obligations of the Members to pay the costs of the CWC based on the percentages set forth in this paragraph shall cease.

12.2.2 Regional Fees.

12.2.2.1 Initial sewer connection charges will be assessed at \$800 per Equivalent Residential Unit (ERU), effective October 1, 2006. The CWC ERU charges are as defined within Attachment 1. Sewer connection charges will increase by 1.5% every six months, beginning July 1, 2007, and continue through January 1, 2009.

12.2.2.2 Initial sewer usage charges will be assessed at \$0.105 per thousand gallons of Influent. Influent data will be used as reported to the Clark County Sewage and Wastewater Advisory Committee (SWAC) or

as otherwise agreed to by the Board. Usage charges will be effective July 1, 2007.

12.2.2.3 After January 1, 2009, connection and usage charges will be evaluated periodically to ensure adequate revenue has been generated. Any adjustments to charges will be approved by the CWC Board.

12.2.2.4 Each Member shall determine, in its sole judgment, the method it chooses to raise funds needed to satisfy its obligations hereunder.

12.2.2.5 Constituent agencies may, at their discretion and with the concurrence of the CWC, enter into separate agreements with the CWC for the purpose of specifying the manner in which the constituent agency will collect funds for the purpose of fulfilling its ratepayers' obligations to fund the SCOP project providing, however, that the terms of the separate agreement are consistent with the provisions of this agreement.

12.2.3 The dates for payments to be made by the Members in satisfaction of their obligations hereunder shall be as determined by the Board. Each member shall pay in full, when due, its obligations herein agreed to be paid. Each Member shall be liable to the CWC and every other Member to pay its respective share of Annual Operating and Annual Capital Budgets and any other obligations assessed against the Members in accordance with this Amended Agreement.

12.2.4 In the event, for whatever reason, insufficient funds are available to the CWC to satisfy all of its annual obligations (other than by reason of the default of a Member in paying its allocated share of such annual obligations), then such deficiency shall be assessed by the CWC against all Members: (a) in the same percentages set forth in Paragraph 12.2.1, if such deficiency occurs prior to the date established by the Board that Regional Fees are providing funding for CWC activities, or (b) in proportion to each Member's contribution to CWC funding obligations from Regional Fees, for the twelve (12) months prior to the month the deficiency occurs, if the deficiency occurs after the date that Regional Fees are providing funding for CWC activities as determined by the Board pursuant to Paragraph 12.2.1. If the deficiency arises before the expiration of twelve (12) months from the date established by the Board, the Members contributions for the time period which is available shall be annualized. The CWC shall send a statement to each Member for its apportioned share of the deficiency immediately upon exercising its rights pursuant to this Subsection. Each Member shall pay the amount of the deficiency apportioned to it within 45 days after receipt of the statement pursuant to Section XXI hereof. The CWC may continue to apportion deficiencies to Members pursuant to this Subsection for so long as the deficiency exists. The Board may establish reserves and procedures for determining available funds.

- 12.2.5 The Board, in establishing Annual Operating Budgets and Annual Capital Budgets, may establish such reserves as deemed appropriate by the Board as may be required by any debt instrument of the CWC, or as may be required by the state or county bond banks.
- 12.2.6 Contributions or advances of public funds and of personnel, supplies, equipment, or property may be made to the CWC by any Member for any of the purposes of this Amended Agreement, with the consent of the Board. Any such advance may be made subject to repayment as agreed to by the Member and the CWC.
- 12.3 **Revenue Bonds.** The Board shall have the power and authority to issue revenue bonds, notes, and other obligations for the purposes and in accordance with the procedure and requirements set forth in NRS 277.0705 through 277.0755.
- 12.4 **Other Indebtedness.** The Board shall have the power and authority to issue bonds, notes, and other indebtedness, and to participate in state and local bond banks as provided by law.
- 12.5 **Accounting Procedures.** Complete books and accounts shall be maintained for the CWC in accordance with generally accepted accounting principles and standards, including compliance with all applicable statutes and regulations. Unless otherwise provided by law, the CWC may, in accordance with its needs, maintain funds and account groups pursuant to NRS 354.604.
- 12.6 **Audit.** The CWC shall provide for an annual audit of all funds and accounts pursuant to NRS 354.624. The audit must cover the business of the CWC during the full fiscal year. The audit shall be made by a public accountant, certified or registered, or by a partnership or professional corporation registered under the provisions of NRS Chapter 628. Such financial audit shall be conducted in accordance with generally accepted auditing standards, including comment on compliance with all applicable statutes and regulations, recommendations for improvements, and any other expression of opinion on any financial statements. The audit shall be completed and copies of the audit report provided to the Members not later than five (5) months after the close of the fiscal year for which the audit is conducted. The CWC shall act upon any recommendations of the report within three (3) months after receipt of the report, unless prompter action is required, pursuant to NRS 354.624.
- 12.7 **Reimbursement.**
- 12.7.1 No person, including Members, may receive reimbursement from the CWC for expenditures on behalf of the CWC in excess of \$25,000, unless the Board approves such reimbursement.
- 12.7.2 No person, including Members, may receive reimbursement from the CWC for expenditures on behalf of the CWC for amounts equal to or less than \$25,000, unless such reimbursement is approved in writing by the General Manager.

12.8 Audit of Payment of Regional Fees to the CWC.

- 12.8.1 All payments of Regional Fees to the CWC by the Members shall be accompanied by sufficient information to enable the CWC to determine the basis of the Member's calculation of the Regional Fees being paid.
- 12.8.2 The CWC, in its sole discretion may audit the books and records of any Member to verify the accuracy of payments of Regional Fees made by such Member to the CWC. All audits shall be conducted during regular business hours on not less than fourteen (14) working days' notice and shall be conducted pursuant to generally accepted auditing standards.

Section XIII Rights and Obligations of Members

- 13.1 **Rights.** All Members shall have all such rights as are set forth in this Amended Agreement. Specifically and subject to the terms of this Amended Agreement, all Members shall have the right to have the treated Effluent from the Wastewater generated within their respective jurisdictional boundaries or service territory, transported through the CWC Facilities up to the capacity of such facilities, whether the Member is an Operating Member or is a Member who contracts for its Wastewater to be treated by an Operating Member or Members.
- 13.2 **Obligations.** All Members are obligated to comply with the terms of this Amended Agreement and are bound by the provisions hereof. Specifically, and subject to the terms of this Amended Agreement, all Members are obligated to pay to the CWC, when due as determined by the Board, their share of the CWC costs whether based on a fixed and agreed percentage or based on Regional Fees. Each member is further specifically obligated to accurately determine the basis for calculating the Regional Fees to be paid by it to the CWC.

Section XIV Liabilities of the CWC

- 14.1 The debts, liabilities, and obligations of CWC shall be the debts, liabilities, and obligations of CWC alone and not any of the Members.
- 14.2 The Board shall provide for the timely payment of all liabilities and obligations of the CWC as the same may accrue from time to time.
- 14.3 The funds of CWC shall be used to defend, indemnify, and hold harmless the CWC, its officers and employees, and any Member for actions taken within the scope of the CWC. Nothing herein shall limit the right of the CWC to purchase insurance to provide coverage for any of the foregoing.

- 14.4 CWC may, with Board approval, assume contract obligations of any Member accruing after November 20, 2002, pursuant to contracts existing on such date which pertain to the planning and design of CWC Facilities and the preparation of an environmental impact statement therefore.

Section XV Discharge Standards

- 15.1 Each Operating Member shall adhere to the discharge standards set forth in its discharge permit issued by the Nevada Division of Environmental Protection ("NDEP"). The point of measurement of various elements and flows that are the subject of the discharge permit shall be at the point designated in each Operating Member's permit.
- 15.2 It is the intent of the parties that each Operating Member or other entity discharging Effluent into the CWC Facilities is responsible for maintaining the required standards for each Operating Member's or entity's Discharge and that there shall be no independent obligation on CWC to treat Effluent nor to obtain its own NPDES or equivalent discharge permit from the NDEP or from any other governmental agency, unless otherwise required by law.

Section XVI Operating Member Facilities – CWC Interface

- 16.1 Operating Member owned and operated Discharge facilities shall consist of all existing facilities of each Operating Member to the point of connection ("Point of Connection"), which shall be determined in each instance by the Board. All facilities, including monitoring and measuring equipment downstream of the Point of Connection, shall be owned and maintained by the CWC from and after the determination of the Point of Connection by the Board. Promptly, after the determination of the Point of Connection, each Operating Member shall transfer title to any facilities it may own downstream of the Point of Connection to the CWC, free and clear of all encumbrances, together with easements not less than 30 feet in width on either side of the centerline of such facilities, together with necessary access easements from public roads.
- 16.2 All new or additional facilities which may in the future be designed to discharge into the CWC Facilities shall be owned and maintained by the Operating Member or entity whose Effluent is being discharged, to the Point of Connection with the CWC Facilities, at (or before) which point the Discharge shall be monitored and measured. The Point of Connection shall be determined in each instance by the Board.

Section XVII
Operation and Maintenance of Facilities

- 17.1 The operation and maintenance of CWC Facilities and equipment shall be conducted and/or administered as designated by the Board. The Board may enter into agreements with an Operating Member or other person or entity to act as the Operating Agent for the CWC.
- 17.2 During the fiscal year preceding the fiscal year when it is anticipated by the General Manager that CWC Facilities will be in operation, the General Manager will submit to the Board not later than March 15, a Tentative Operating Plan. The Board shall approve an Operating Plan for the next fiscal year not later than June 1. Thereafter, Tentative Operating Plans shall be submitted by the General Manager to the Board by March 15 each year and the Board shall approve such plans for the next fiscal year not later than June 1.
- 17.3 The Operating Members shall cooperate with the CWC and its Operating Agent with respect to Discharge from their respective Treatment Facilities into the CWC Facilities or into the Las Vegas Wash. Subject to the operating constraints, if any, of the respective Treatment Facilities, it is agreed that the CWC, consistent with the approved Operating Plan, shall be responsible for determining at all times the amount of Effluent from each Operating Member's Treatment Facilities that will be discharged to the Las Vegas Wash and the amount that will be introduced into the CWC Facilities. The Operating Members shall cooperate with the CWC with respect to operation of gates, pumps, and valves and other equipment necessary to direct the flow of Effluent.
- 17.4 Subject to the operating constraints of the Treatment Facilities of each Operating Member, and without adversely affecting the operation of such facilities, the Operating Members agree to cooperate with the CWC with respect to Effluent volumes from their respective Treatment Facilities as may be necessary to (a) meet water quality objectives, and (b) to maximize power production from the CWC power plant during peak power usage periods and as may be necessary for other operational needs or objectives of the CWC.
- 17.5 Nothing in this Amended Agreement shall prohibit or interfere with an Operating Member's right to contract for reuse of Effluent from its Treatment Facility prior to such Effluent reaching the Point of Connection.
- 17.6 During construction of the CWC Facilities, each Operating Member shall cooperate with the CWC as may be necessary with respect to diverting Effluent around construction sites and other necessary actions for the construction to commence and proceed efficiently and smoothly to completion, including providing temporary space for the storage of construction materials and equipment, provided that such cooperation will not interfere with the efficient operation of the Treatment Facility.

Section XVIII

Withdrawal or Termination

- 18.1 The CWC shall continue in existence until dissolved in accordance with terms of this Section.
- 18.2 A Member may withdraw from CWC on such terms and conditions as may be specified in an agreement of withdrawal executed by all Members.
- 18.3 This Amended Agreement may be rescinded and the CWC terminated by a written agreement of termination executed by all Members except during the term of any outstanding indebtedness incurred by or at the request of the CWC or for which the CWC is otherwise responsible, unless such indebtedness is dealt with in a manner satisfactory to the holder or holders of such debt and satisfactory to all of the Members.
- 18.4 On termination of the CWC, all of the assets of the CWC shall be disposed of in accordance with the above-referenced written agreement of termination.

Section XIX

Delinquencies

- 19.1 In the event a Member defaults in paying when due any obligation required to be paid to the CWC by such Member under this Agreement, which default continues for more than 60 days from the time such obligation is to be paid, the Board may require the payment of such delinquency by the non-defaulting Members (a) in the same percentages set forth in Subsection 12.2.1, calculated without taking into account the percentage of the defaulting Member, if the delinquency occurs prior to the date established by the Board that Regional Fees are providing funding for CWC activities or (b) in proportion to each member's contribution to CWC funding obligations from Regional fees for the twelve (12) months prior to the month for which the delinquency has occurred, calculated without taking into account the obligations of the defaulting Member, if the deficiency occurs after the date that Regional Fees are providing funding for CWC activities as determined by the Board pursuant to Subsection 12.2.1. If the delinquency occurs before the expiration of twelve (12) months from the date established by the Board, the Member's contributions for the time period which is available shall be annualized. The Board shall send each non-defaulting Member a statement in accordance with Section XXI promptly on action of the Board pursuant to this Subsection. Each non-defaulting Member shall pay the statement within 45 days after receiving the statement. The CWC may continue to apportion delinquencies pursuant to this Subsection for so long as the defaulting Member remains in default for 60 days or more. Non-defaulting Members making payments pursuant to this Subsection shall be subrogated to the rights of the CWC and shall have a right of direct reimbursement against the defaulting Member.
- 19.2 **Refund of Section 19.1 Payments.** If a defaulting Member pays its delinquent amounts owed directly to the CWC instead of directly reimbursing the non-defaulting Members for their payment of the delinquent amounts owed pursuant to Subsection 19.1, the CWC shall distribute said payment to the non-defaulting Members, subject to the provisions of

Subsection 19.5 in the same proportions that they made payment to the CWC of the delinquent amounts. Any accrued interest on the delinquent amounts paid by the defaulting Member shall be distributed to the non-defaulting Members in same proportion as the reimbursement payments. If a non-defaulting Member has been wholly reimbursed directly by a defaulting Member, it shall not receive any payments under this Subsection from said defaulting Member. If only partial reimbursement has been made directly by a defaulting Member, then payment under this Section to the non-defaulting Member shall be limited to the balance owed.

- 19.3 **Loss of Voting Rights.** If a Member is delinquent for more than 60 days in making payment to the CWC of any amount due under this Amended Agreement, during the period of such delinquency (i) the Board Member and alternate appointed by such Member to the CWC Board shall not be entitled to vote on any matter coming before the Board, (ii) the governing board of the defaulting Member shall have no right of approval pursuant to the provisions of this Amended Agreement, and (iii) during the time of delinquency, any provision of this Amended Agreement requiring the approval of the Board Member or alternate of the defaulting Member shall be determined without reference to the required vote of such delinquent Member.
- 19.4 **Late Charges.** The Board shall have the right to establish late charges to be paid by any Member which is delinquent by more than 60 days in any charge or other payment due under this Agreement.
- 19.5 **Crediting of Delinquent Payments.** Payments to the CWC by a defaulting Member of delinquent amounts owed under this Amended Agreement shall be credited (i) first, to interest and late charges then owing, (ii) second, to the amounts then due and owing to the CWC, applying such payments first to the most recent amounts then due and owing and (iii) third, to the amounts owed to the non-defaulting Members for reimbursement of delinquent amounts paid on behalf of the defaulting Member pursuant to Subsection 19.1 and 19.2.
- 19.6 **Statement of Late Charges and Interest.** Each month the CWC shall send a statement of late charges and interest owed to the defaulting Member. Payment shall be due within 45 days after receipt of the statement. Receipt shall be presumed two days after mailing if sent in accordance with Section XXI; otherwise, receipt will be presumed five days after the date on the statement if sent by regular mail.
- 19.7 **Interest.** All delinquent payments shall bear interest from the date the payment was due at the prime rate most recently published in the Western Edition of the Wall Street Journal plus 2 two percent per annum.

Section XX

Dispute Resolutions

20.1 Dispute Resolution by Board Action.

- 20.1.1 Except for delinquencies covered by Section XIX of this Amended Agreement, all disputes between the Members to this Amended Agreement or between a Member and the CWC arising out of or relating to the performance of this Amended Agreement, or the breach of this Amended Agreement, shall first be presented for resolution to the Board in accordance with this Section. The unanimous decision of the Board shall be binding on all Members.
- 20.1.2 **Filing.** A request to the Board for dispute resolution must be submitted in writing, setting forth the parties to the dispute, the allegations regarding the dispute, and be accompanied by any supporting documentation.
- 20.1.3 **Notice.** Notice of the written request for Board dispute resolution and the written request shall be served by the party seeking dispute resolution on the other party or parties within five (5) working days after the written request is filed with the Board. The requesting party shall file proof of service with the Board within three (3) days of service.
- 20.1.4 **Response.** The responding Party or the General Manager, if the dispute is with the CWC, may file its response with the Board and serve a copy on the requesting Member within five (5) working days of receipt of the requesting Member's allegations. The responding party or the General Manager, as the case may be, shall file proof of service with the Board within three (3) days of service.
- 20.1.5 **Hearing.** The Board shall schedule a dispute resolution hearing not later than fifteen (15) days after proof of service of a notice of written request for dispute resolution has been filed with it.

20.2 Dispute Resolution by Arbitration or Mediation.

- 20.2.1 **Arbitration.** Should the Board not be able to reach a unanimous decision on a dispute submitted to it for resolution pursuant to Subsection 20.1, any person who is a party to the dispute may submit the dispute for arbitration in accordance with this Section.
- 20.2.2 **Rules.** All disputes submitted to arbitration pursuant to Paragraph 20.2.1 shall be decided by arbitration in accordance with the Arbitration Rules of the Nevada Arbitration Association or the American Arbitration Association then existing, subject to any of the mandatory provisions of the Nevada Uniform Arbitration Act of 2000 as set forth at NRS 38.206 to NRS 38.248, inclusive or subsequent amendments thereto. Each party shall pay its own attorney fees and other costs. Unless the Arbitrator orders otherwise, the Arbitrator's fees and court reporter fees and other costs of arbitration shall be divided equally among the parties to the dispute.

- 20.2.3 **Right of Joinder.** Any arbitration arising out of or relating to this Amended Agreement may include, by consolidation, joinder, or in any other manner, any additional person not a Member to this Amended Agreement if so requested by a Member. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein.
- 20.2.4 **Binding.** In the event arbitration is the designated forum, such arbitration shall be binding.
- 20.2.5 **Notice.** In order to be able to arbitrate any dispute between the Members, or between one or more Members and the CWC, written notice thereof must be given by the Member or the CWC requesting arbitration to the other Member or the CWC within fifteen (15) days after the Board has failed, pursuant to Subsection 20.1, to reach a unanimous decision regarding such dispute.
- 20.2.6 **Waiver.** The filing of the aforementioned notice of claim shall preserve that Member's or the CWC's right to arbitration, but shall not obligate the Member or the CWC to proceed with arbitration. In the event that the Member or the CWC requesting arbitration desires to proceed with arbitration, a written demand for arbitration shall be filed with the American Arbitration Association or the Nevada Arbitration Association within sixty (60) days after the above notice of arbitration, and the failure to make such demand shall forever bar such dispute from being arbitrated.
- 20.2.7 **Mediation.** By mutual written consent, in addition to the remedy of arbitration, the Members or the CWC may endeavor to settle the dispute in question by mediation in accordance with the then current mediation rules of the Nevada Arbitration Association, the American Arbitration Association, or other mediation service agreed to by the Members and if applicable, the CWC. Such mediation may occur at any time, including prior to the date that hearing may have been scheduled for arbitration. If a written request for mediation arises prior to the expiration of the sixty (60) days notice requirement set forth above, then such time period shall be tolled (i) for a period of ten (10) days while the request is agreed to or denied, or (ii) if the request for mediation is agreed to, then until completion of the mediation.

Section XXI

Notice

- 21.0 All notices under this Amended Agreement shall be in writing and shall be deemed to be delivered on the earlier to occur of (i) the date of actual receipt of the Notice (regardless of how it is delivered), and (ii) whether or not actually received, two days after the notice has been deposited in the United States mail, postage paid, registered or certified mail, return receipt requested, addressed to the Members or CWC, as the case may be, at the addresses set forth below.

To Members: City Manager
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

City Manager
City of Henderson
240 Water Street
Henderson, Nevada 89015

General Manager
Clark County Water Reclamation District
5857 E. Flamingo Road
Las Vegas, Nevada 89122

City Manager
City of North Las Vegas
2200 Civic Center Drive
North Las Vegas, Nevada 89030

To CWC: General Manager
Clean Water Coalition
1001 Whitney Ranch Drive, #100
Henderson, Nevada 89014

- 21.1 Any address in this Section may be changed by furnishing to the CWC and all other Members a change of address in writing.

Section XXII

Miscellaneous Provisions

- 22.1 **Other Agreements Superseded.** This Amended Agreement constitutes the entire agreement and understanding of the Members hereto with respect to the subject matter contained in this Amended Agreement, and supersedes all other oral and written negotiations, agreements, and understandings of every kind. The Members understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Amended Agreement has been made by any Member hereto or its officers, employees, or other agents to induce execution hereof.
- 22.2 **Duration.** This Amended Agreement shall be effective when approved by the governing boards of all the Members and the condition of Section XXIV has been satisfied ("Effective Date") and shall continue in force and effect until this Amended Agreement is rescinded and the CWC is terminated as provided in Section XVIII.
- 22.3 **Applicable Law.** This Amended Agreement shall be interpreted under the laws of the State of Nevada including, but not limited to, Chapters 41 and 277 of the Nevada Revised Statutes.

- 22.4 **Amendment.** This Amended Agreement may be amended by prior action taken by the governing board of each Member and upon any required approval given, or deemed to be given, by the Attorney General of Nevada.
- 22.5 **Assignment; Binding on Successors.** Except as otherwise provided in this Amended Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all Members. Any attempt to assign or delegate such rights or duties in contravention of this Subsection shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations then in effect. This Amended Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members signing such agreement.
- 22.6 **Force Majeure.** Force majeure means delays or defaults due to acts of God, government (other than acts or failure to act by the Members), litigation preventing performance of obligations imposed by this Amended Agreement by any party, general strikes, or any other event beyond a party's reasonable control.
- 22.7 **Severability.** If one or more clauses or provisions of this Amended Agreement shall be determined by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, this Amended Agreement shall nevertheless remain in full force and effect provided that the purposes of this Amended Agreement shall not be impaired thereby nor shall any inequity to one or more Members result therefrom.

Section XXIII

Definitions

- 23.1 **Annual Capital Budget.** "Annual Capital Budget" means all obligations expected to require cash payment in a fiscal year pertaining to Capital Costs.
- 23.2 **Annual Operating Budget.** "Annual Operating Budget" means all obligations expected to be paid in cash in a fiscal year pertaining to operating the CWC Facilities and conducting the business of the CWC other than Capital Costs.
- 23.3 **Board.** "Board" means the Management Board of the CWC.
- 23.4 **Capital Costs.** "Capital Costs" means the cost of constructing, financing, acquiring, planning, designing and permitting (including environmental review and any mitigation costs and filing fees) CWC Facilities, and funding of reasonable construction reserves.
- 23.5 **Capital Improvement Plan.** "Capital Improvement Plan" means a plan extending over a designated period of time to construct or acquire CWC Facilities, including timelines, cost estimates for various component parts of the CWC Facilities to be constructed or acquired, including all environmental and administrative costs and allocation of such projected costs among the Members by fiscal year.

- 23.6 **CWC Facilities.** “CWC Facilities” means the regional system constructed by CWC for the conveyance of Effluent, together with all component parts thereof, including electrical energy generating installations.
- 23.7 **Discharge.** “Discharge” means any release of Effluent from treatment facilities to a conveyance or to receiving water.
- 23.8 **Effluent.** “Effluent” means treated wastewater.
- 23.9 **Equivalent Residential Unit (ERU).** “ERU” means the equivalent amount of wastewater produced by a single family residence.
- 23.10 **Influent.** “Influent” means untreated wastewater.
- 23.11 **Member.** “Member” means a party to this Agreement.
- 23.12 **NDEP.** “NDEP” means the Nevada Division of Environmental Protection.
- 23.13 **NPDES.** “NPDES” means National Pollutant Discharge Elimination System as set forth in the Clean Water Act, pursuant to which the Members’ discharge permits are issued by the NDEP.
- 23.14 **NRS.** “NRS” means Nevada Revised Statutes.
- 23.15 **Operating Agent.** “Operating Agent” means an agent, other than a CWC employee, appointed by the Board to operate the CWC Facilities.
- 23.16 **Operating Member.** “Operating Member” means a Member who owns and operates Treatment Facilities.
- 23.17 **Regional Fees.** “Regional Fees” means regional sewer connection charges and/or regional sewer user charges established by the Board.
- 23.18 **Treatment Facilities.** “Treatment Facilities” means the devices and systems used in the storage, treatment, recycling, and reclamation of sewage, or industrial waste of a liquid nature.
- 23.19 **Wastewater.** “Wastewater” means the spent or used water from a community or industry that contains dissolved or suspended matter.

Section XXIV

Condition to Effectiveness of this Amended Agreement

- 24.0 This Amended Agreement shall become effective when approved by the Attorney General of the State of Nevada pursuant to NRS 277.140.

IN WITNESS WHEREOF, the Members have caused this Amended Agreement to be executed as of the date first written above in this Amended Agreement.

Approved as to Form:

CLEAN WATER COALITION

Robert W. Marshall, Counsel

By: _____
Chip Maxfield, Chairman of the Board

Attest:

CLARK COUNTY
WATER RECLAMATION DISTRICT

Shirley P. Parraguirre, Clerk

By: _____
Chip Maxfield, Chairman

Approved as to Form:

Kimberly Phillips, Deputy District Attorney

Attest:

THE CITY OF HENDERSON

Monica Simmons, City Clerk

By: _____
James B. Gibson, Mayor

Approved as to Form:

Shauna Hughes, City Attorney

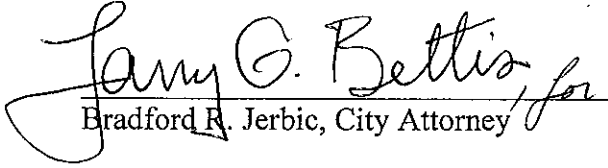
Attest:

THE CITY OF LAS VEGAS

Barbara Jo Ronemus, City Clerk

By: _____
Oscar B. Goodman, Mayor

Approved as to Form:


Bradford R. Jerbic, City Attorney

Attest:

THE CITY OF NORTH LAS VEGAS

Karen Storms, City Clerk

By: _____
Michael L. Montandon, Mayor

Approved as to Form:

Sean McGowan, City Attorney

Approved as to form and legality (NRS 277.140)
this _____ day of _____, 2006.

GEORGE CHANOS
Attorney General of the State of Nevada

By: _____
Senior Deputy Attorney General

ATTACHMENT 1

Clean Water Coalition

REGIONAL CONNECTION CHARGES PROJECTED IMPLEMENTATION AND SEMI ANNUAL CHANGES

	<u>ERU</u>	<u>10/1/06</u>	<u>7/1/07</u>	<u>1/1/08</u>	<u>7/1/08</u>	<u>1/1/09</u>
Single Family Residence, Trailer Court (space)	1	\$800	\$812	\$824	\$836	\$849
Condominium, Apartment, Townhouse (unit)	0.7	560	568	577	586	595
Senior Apartment Housing (unit)	0.5	400	406	412	418	424
Hotel/Motel (per room)	0.6	480	487	494	501	509
Casino, Hotel/Motel outside room (per fixture)	1.5	1,200	1,218	1,236	1,255	1,274
Recreational Vehicle Park (space)	0.7	560	568	577	586	595
Recreational Vehicle Park -- other than spaces (per fixture)	0.45	360	365	370	376	382
Convalescent/Rest Home (per bed)	0.75	600	609	618	627	636
Custodial Institution (per fixture)	0.65	520	528	536	544	552
Hospital (per bed)	1.2	960	974	989	1,004	1,019
Restaurant (per fixture)	1.33	1,064	1,080	1,096	1,112	1,129
Food Sales -- no cooking facilities (per fixture)	0.65	520	528	536	544	552
Bar/Tavern w/ Food (per fixture)	1	800	812	824	836	849
Bar/Tavern w/o Food (per fixture)	0.65	520	528	536	544	552
Community/Special Event Center (per fixture)	0.65	520	528	536	544	552
Office/Warehouse (per fixture)	0.45	360	365	370	376	382
Medical/Dental/Veterinarian (per fixture)	0.25	200	203	206	209	212
Beauty/Barber/Nail/Tanning Shop (per fixture)	0.25	200	203	206	209	212
House of Worship (per fixture)	0.5	400	406	412	418	424

CWC Inter-local Agreement

Attachment 1 - continued

Motor Vehicle Wash (per bay)/ Motor Vehicle Sales w/ auto vehicle wash (per fixture)	1	800	812	824	836	849
Vehicle Maintenance/Repair Shop (per fixture)	0.45	360	365	370	376	382
School/Child Care Center (per student - maximum)	0.1	80	81	82	83	84
Service Station (per fixture)	0.65	520	528	536	544	552
Retail Store (per fixture)	0.65	520	528	536	544	552
Dry Cleaners (per fixture)	1	800	812	824	836	849
Dry Cleaner Pick-up Station – Alterations (per fixture)	0.65	520	528	536	544	552
Laundry/Laundromat (per fixture)	0.45	360	365	370	376	382
Financial Institutions (per fixture)	0.45	360	365	370	376	382
Pet Grooming (per fixture)	0.65	520	528	536	544	552
Private Club (per fixture)	0.65	520	528	536	544	552
Theme Park/Sports Complex (per fixture)	0.65	520	528	536	544	552
Theaters (per fixture)	0.45	360	365	370	376	382
Special Events Center – Limited Use (per fixture)	0.45	360	365	370	376	382
Markets w/ Disposal (per fixture)	1	800	812	824	836	849
Large Commercial Users	*	*	*	*	*	*
All other businesses not otherwise identified (per fixture)	0.65	520	528	536	544	552

* Rates are determined by using 85% of estimated annual water usage, dividing by 90,000 gallons, and multiplying by the single family residence cost (\$800 for the initial charge, \$812 as of July 1, 2007, \$824 as of January 1, 2008, \$836 as of July 1, 2008, \$849 as of January 1, 2009).